

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 23	
1. REQUEST NO. W912P6-05-Q-0021	2. DATE ISSUED 29-Jul-2005	3. REQUISITION/PURCHASE REQUEST NO. W81G66-5209-7431	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5a. ISSUED BY U. S. ARMY ENGINEER DISTRICT, CHICAGO 111 CANAL STREET CHICAGO IL 60606			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY [X] FOB [] OTHER DESTINATION (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) ANITA R SIMPKINS 312.846.5372						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 08-Aug-2005						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Indiana Dunes National Lakeshore Long Lake 206 Ecosystem Restoration Botany	1	Lump Sum		
	FIRM FIXED-PRICE (FFP) The Contractor shall furnish all personnel, equipment, and materials necessary to perform and deliver the submittals and deliverables required hereinafter in accordance with the instructions and conditions set forth in this Scope of Work.				
	PURCHASE REQUEST NUMBER: W81G66-5209-7431				
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IMPORTANT NOTES FOR OFFERORS:

1. The provisions of the U.S. Department of Labor Wage Determination #1994-2191, REV (22), dated 5/23/2005 apply to this procurement.
2. In order for contractors to conduct business with the Department of Defense, the contractor must provide registration information to the Central Contractor Registration (CCR). Contractors can access the CCR for free at <http://www.ccr.gov>.
3. Award will be made to the responsive and responsible Offeror who submits the lowest aggregate quote.
4. ALL INTERESTED INDIVIDUALS SHALL SUBMIT A QUOTE BY FACSIMILE. QUOTES SUBMITTED BY OTHER MEANS WILL NOT BE HONORED.
5. Section B and Section K must be competed and submitted as the quote package. All proposal packages are due on 05 August 2005, no later than 4:00 PM, Chicago local time.
6. The Contractual Point of Contract (POC) for this Solicitation is Anita R. Simpkins 312-846-5372, and facsimile 312-886-5475, anita.r.simpkins@usace.army.mil. NAICS 541620 is applicable to the services to be provided under the resultant Contract.

Section C - Descriptions and Specifications

SCOPE OF WORK INDIANA DUNES NATIONAL LAKESHORE LONG LAKE 206 ECOSYSTEM RESTORATION BOTANY (29 July 2005)

1. **INTRODUCTION:** U.S. Army Corps of Engineers, Chicago District (CELRC) is conducting a feasibility study of potential ecosystem restoration under the authority of Section 206 of the Water Resources Development Act for a proposed project at Long Lake in the Indiana Dunes National Lakeshore, Indiana. The site is currently suffering from hydrologic disruption and ecosystem degradation as a result of earlier drainage and other practices on the site. The identification and evaluation of existing vegetation is critical to the evaluation of possible restoration measures.

DESCRIPTION OF WORK

2. **GENERAL:** The Contractor shall furnish all personnel, equipment, and materials necessary to perform and deliver the submittals and deliverables required hereinafter in accordance with the instructions and conditions set forth in this Scope of Work.
3. **PROJECT DESCRIPTION:** The study area includes the Long Lake holdings of the National Lakeshore, including the areas known as East Long Lake, West Long Lake, Tolleston and Inland Manor. The study area is portrayed on the enclosed map of the project area.

The contractor's work will be the identification of vegetation species within the project area. This will help define the overall project work, which entails the restoration of hydrology and native ecosystems, including prairie, savanna, sedge meadow, and marsh, that are appropriate to the site.

Services not specifically described herein are nevertheless a firm requirement if they can be identified as an item, or items, commonly a part of professional grade work of a comparative nature.

4. **SCOPE:** The contractor is required to complete the following:
 - Prior to site work, one half-day meeting with CELRC hydrology staff to review hydrology information.
 - Duties for ten (10) non-consecutive days of work at the project site include:

- Identify all species of plants found within the project area as requested by the project ecologist.
- Run transects with the project ecologist within a minimum of one (1) each of savannas, sand prairies, interdunal wetlands, fringe wetlands and any other plant communities deemed appropriate by the project ecologist.
- Review and correct project data sheets prepared by the project ecologist.
- Following site work, one half-day meeting with CELRC staff to review and comment on project narrative reports.
- Mapped vegetation locations and data collection points at Long Lake shall be submitted to CELRC for entry into the existing CELRC GIS of Long Lake. The contractor shall review all data after entry into the CELRC GIS.

PERSONNEL: A senior botanist is required to complete the defined work. Minimum qualifications include: a Ph.D in Botany; demonstrable skills in the identification of plants in the vicinity of the Indiana Dunes National Lakeshore; demonstrable experience in plant inventories and the monitoring of vegetation for the purpose of qualitative assessment.

COORDINATION AND EXECUTION OF WORK: The Contractor shall deliver the required work items to the Technical Point of Contact as complete and in the required form. The number of days specified refers to calendar days after notification to proceed unless otherwise indicated.

The Technical Point of Contact (TPOC) is the project ecologist who will coordinate the technical and administrative aspects of the work. The Contractor shall maintain liaison with the TPOC during all phases of the work. In the event information or guidance provided to the Contractor is unclear, the question will be referred to the Contracting Department before proceeding with the work item. The Contractor shall advise the TPOC at least two (2) working days prior to commencement of new activities and of any changes to the performance schedule listed as the time periods within the section on submittals and reviews.

SUBMITTALS and REVIEWS

6. **DELIVERABLES:** Fieldwork and plant identification over ten (10) days in total shall be concluded by 30 September 2005. Contractor's comments will be given in a meeting with the project ecologist and other CELRC staff as necessary after CELRC issues the draft project narrative report.
7. **RESPONSE TO REVIEW COMMENTS:** The CELRC will review the Contractor's comments on the CELRC report and ask for any clarification within 14 business days. The Contractor shall notify the TPOC immediately regarding any issues that are not understood or are disputed.
8. **GOVERNMENT FURNISHED ITEMS:** The following items will be provided to the Contractor by the Government including:

- CELRC Documents and Manuals. The Contractor may obtain CELRC documents and manuals from the CELRC web site at <http://www.CELRC.army.mil/inet/CELRC-docs/>. CELRC documents that are not available on the CELRC web sites can be obtained by written request from the U.S. Army Corps of Engineers Publication Depot, 2803 52nd Avenue, Hyattsville, Md., 20781. The Publication Depot phone number is (301) 394-0081.
9. TECHNICAL POINT OF CONTACT:
All technical questions should be addressed to Ms. Jean Sellar at 312-846-5588.
10. MAIL INVOICES TO:
Jean Sellar
U.S. ARMY CORPS OF ENGINEERS
111 North Canal Street, Suite 600
Chicago, Illinois 60606

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the

United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have

been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE RATES

94-2191 IN,GARY

WAGE DETERMINATION NO: 94-2191 REV (22) AREA: IN,GARY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2192

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2191 Revision No.: 22 Date Of Revision: 05/23/2005
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State: Indiana

Area: Indiana Counties of Benton, Jasper, La Porte, Lake, Newton, Porter, Pulaski, Starke

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.18
01012 - Accounting Clerk II	14.73
01013 - Accounting Clerk III	16.18
01014 - Accounting Clerk IV	17.86
01030 - Court Reporter	17.52
01050 - Dispatcher, Motor Vehicle	16.56
01060 - Document Preparation Clerk	12.98
01070 - Messenger (Courier)	9.79
01090 - Duplicating Machine Operator	12.98
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	11.00
01116 - General Clerk II	12.34
01117 - General Clerk III	13.41
01118 - General Clerk IV	14.84
01120 - Housing Referral Assistant	17.37
01131 - Key Entry Operator I	10.94
01132 - Key Entry Operator II	13.86
01191 - Order Clerk I	11.78
01192 - Order Clerk II	13.74
01261 - Personnel Assistant (Employment) I	12.33
01262 - Personnel Assistant (Employment) II	13.86
01263 - Personnel Assistant (Employment) III	15.17
01264 - Personnel Assistant (Employment) IV	16.35
01270 - Production Control Clerk	17.37
01290 - Rental Clerk	15.66
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	16.21
01312 - Secretary II	17.68
01313 - Secretary III	19.80
01314 - Secretary IV	24.60
01315 - Secretary V	27.31
01320 - Service Order Dispatcher	16.56
01341 - Stenographer I	12.98
01342 - Stenographer II	15.60
01400 - Supply Technician	22.77
01420 - Survey Worker (Interviewer)	15.61
01460 - Switchboard Operator-Receptionist	12.42
01510 - Test Examiner	17.84
01520 - Test Proctor	17.84
01531 - Travel Clerk I	11.52
01532 - Travel Clerk II	12.45

01533 - Travel Clerk III	13.47
01611 - Word Processor I	12.98
01612 - Word Processor II	15.66
01613 - Word Processor III	17.84
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.66
03041 - Computer Operator I	15.66
03042 - Computer Operator II	17.52
03043 - Computer Operator III	19.51
03044 - Computer Operator IV	22.77
03045 - Computer Operator V	24.04
03071 - Computer Programmer I (1)	21.26
03072 - Computer Programmer II (1)	26.24
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.66
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.93
05010 - Automotive Glass Installer	19.86
05040 - Automotive Worker	19.86
05070 - Electrician, Automotive	20.96
05100 - Mobile Equipment Servicer	18.11
05130 - Motor Equipment Metal Mechanic	21.83
05160 - Motor Equipment Metal Worker	19.86
05190 - Motor Vehicle Mechanic	21.39
05220 - Motor Vehicle Mechanic Helper	17.03
05250 - Motor Vehicle Upholstery Worker	19.00
05280 - Motor Vehicle Wrecker	19.86
05310 - Painter, Automotive	20.96
05340 - Radiator Repair Specialist	19.86
05370 - Tire Repairer	15.22
05400 - Transmission Repair Specialist	21.83
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.23
07010 - Baker	13.09
07041 - Cook I	11.93
07042 - Cook II	13.09
07070 - Dishwasher	9.23
07130 - Meat Cutter	13.80
07250 - Waiter/Waitress	9.93
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.23
09040 - Furniture Handler	13.87
09070 - Furniture Refinisher	18.23
09100 - Furniture Refinisher Helper	14.81
09110 - Furniture Repairer, Minor	16.52
09130 - Upholsterer	18.23
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.17
11060 - Elevator Operator	10.96
11090 - Gardener	13.12
11121 - House Keeping Aid I	9.93
11122 - House Keeping Aid II	10.96
11150 - Janitor	11.65
11210 - Laborer, Grounds Maintenance	12.01
11240 - Maid or Houseman	9.93
11270 - Pest Controller	16.67
11300 - Refuse Collector	14.00
11330 - Tractor Operator	13.70
11360 - Window Cleaner	12.74
12000 - Health Occupations	
12020 - Dental Assistant	12.26
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.28
12071 - Licensed Practical Nurse I	13.42
12072 - Licensed Practical Nurse II	15.07
12073 - Licensed Practical Nurse III	16.86
12100 - Medical Assistant	12.84
12130 - Medical Laboratory Technician	14.95
12160 - Medical Record Clerk	15.48
12190 - Medical Record Technician	15.80
12221 - Nursing Assistant I	8.72

12222 - Nursing Assistant II	9.79
12223 - Nursing Assistant III	10.55
12224 - Nursing Assistant IV	11.76
12250 - Pharmacy Technician	12.28
12280 - Phlebotomist	11.76
12311 - Registered Nurse I	23.98
12312 - Registered Nurse II	29.24
12313 - Registered Nurse II, Specialist	29.24
12314 - Registered Nurse III	35.38
12315 - Registered Nurse III, Anesthetist	35.38
12316 - Registered Nurse IV	42.36
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.33
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.64
13013 - Exhibits Specialist III	29.14
13041 - Illustrator I	19.25
13042 - Illustrator II	23.64
13043 - Illustrator III	29.14
13047 - Librarian	25.32
13050 - Library Technician	14.89
13071 - Photographer I	16.66
13072 - Photographer II	18.66
13073 - Photographer III	23.16
13074 - Photographer IV	28.32
13075 - Photographer V	34.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.15
15030 - Counter Attendant	8.15
15040 - Dry Cleaner	10.60
15070 - Finisher, Flatwork, Machine	8.15
15090 - Presser, Hand	8.15
15100 - Presser, Machine, Drycleaning	8.15
15130 - Presser, Machine, Shirts	8.15
15160 - Presser, Machine, Wearing Apparel, Laundry	8.15
15190 - Sewing Machine Operator	11.35
15220 - Tailor	12.16
15250 - Washer, Machine	9.01
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.34
19040 - Tool and Die Maker	25.93
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.61
21020 - Material Coordinator	21.40
21030 - Material Expediter	21.40
21040 - Material Handling Laborer	16.24
21050 - Order Filler	13.39
21071 - Forklift Operator	15.35
21080 - Production Line Worker (Food Processing)	15.32
21100 - Shipping/Receiving Clerk	16.19
21130 - Shipping Packer	16.19
21140 - Store Worker I	11.92
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.61
21210 - Tools and Parts Attendant	15.32
21400 - Warehouse Specialist	15.35
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.22
23040 - Aircraft Mechanic Helper	14.62
23050 - Aircraft Quality Control Inspector	20.18
23060 - Aircraft Servicer	16.52
23070 - Aircraft Worker	17.29
23100 - Appliance Mechanic	18.77
23120 - Bicycle Repairer	15.75
23125 - Cable Splicer	24.01
23130 - Carpenter, Maintenance	24.99
23140 - Carpet Layer	20.65
23160 - Electrician, Maintenance	26.75
23181 - Electronics Technician, Maintenance I	22.56
23182 - Electronics Technician, Maintenance II	23.82
23183 - Electronics Technician, Maintenance III	25.07
23260 - Fabric Worker	17.60
23290 - Fire Alarm System Mechanic	19.11
23310 - Fire Extinguisher Repairer	16.57
23340 - Fuel Distribution System Mechanic	21.21

23370 - General Maintenance Worker	17.27
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.30
23430 - Heavy Equipment Mechanic	21.41
23440 - Heavy Equipment Operator	24.12
23460 - Instrument Mechanic	20.71
23470 - Laborer	13.12
23500 - Locksmith	19.67
23530 - Machinery Maintenance Mechanic	20.17
23550 - Machinist, Maintenance	25.38
23580 - Maintenance Trades Helper	16.29
23640 - Millwright	23.07
23700 - Office Appliance Repairer	19.67
23740 - Painter, Aircraft	18.26
23760 - Painter, Maintenance	18.29
23790 - Pipefitter, Maintenance	25.61
23800 - Plumber, Maintenance	24.32
23820 - Pneudraulic Systems Mechanic	20.71
23850 - Rigger	20.71
23870 - Scale Mechanic	18.64
23890 - Sheet-Metal Worker, Maintenance	22.62
23910 - Small Engine Mechanic	17.27
23930 - Telecommunication Mechanic I	22.37
23931 - Telecommunication Mechanic II	23.26
23950 - Telephone Lineman	22.37
23960 - Welder, Combination, Maintenance	18.98
23965 - Well Driller	21.14
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.85
24580 - Child Care Center Clerk	11.90
24600 - Chore Aid	9.23
24630 - Homemaker	12.74
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.46
25040 - Sewage Plant Operator	18.23
25070 - Stationary Engineer	21.83
25190 - Ventilation Equipment Tender	16.38
25210 - Water Treatment Plant Operator	18.60
27000 - Protective Service Occupations	
(not set) - Police Officer	27.75
27004 - Alarm Monitor	12.21
27006 - Corrections Officer	24.74
27010 - Court Security Officer	24.74
27040 - Detention Officer	24.74
27070 - Firefighter	21.99
27101 - Guard I	11.36
27102 - Guard II	15.44
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.65
28020 - Hatch Tender	18.65
28030 - Line Handler	18.65
28040 - Stevedore I	17.61
28050 - Stevedore II	19.69
29000 - Technical Occupations	
21150 - Graphic Artist	20.83
29010 - Air Traffic Control Specialist, Center (2)	33.75
29011 - Air Traffic Control Specialist, Station (2)	23.27
29012 - Air Traffic Control Specialist, Terminal (2)	25.62
29023 - Archeological Technician I	16.03
29024 - Archeological Technician II	18.49
29025 - Archeological Technician III	23.93
29030 - Cartographic Technician	23.94
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	19.23
29061 - Drafter I	14.29
29062 - Drafter II	16.03
29063 - Drafter III	18.83
29064 - Drafter IV	23.94
29081 - Engineering Technician I	15.44
29082 - Engineering Technician II	17.32
29083 - Engineering Technician III	20.34
29084 - Engineering Technician IV	24.16
29085 - Engineering Technician V	32.31

29086 - Engineering Technician VI	39.06
29090 - Environmental Technician	23.27
29100 - Flight Simulator/Instructor (Pilot)	33.23
29160 - Instructor	20.83
29210 - Laboratory Technician	18.39
29240 - Mathematical Technician	23.77
29361 - Paralegal/Legal Assistant I	17.60
29362 - Paralegal/Legal Assistant II	21.65
29363 - Paralegal/Legal Assistant III	26.48
29364 - Paralegal/Legal Assistant IV	32.01
29390 - Photooptics Technician	23.94
29480 - Technical Writer	33.18
29491 - Unexploded Ordnance (UXO) Technician I	21.45
29492 - Unexploded Ordnance (UXO) Technician II	25.95
29493 - Unexploded Ordnance (UXO) Technician III	31.10
29494 - Unexploded (UXO) Safety Escort	21.45
29495 - Unexploded (UXO) Sweep Personnel	21.45
29620 - Weather Observer, Senior (3)	18.04
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.78
29622 - Weather Observer, Upper Air (3)	15.78
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.28
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	16.64
31300 - Taxi Driver	11.78
31361 - Truckdriver, Light Truck	17.20
31362 - Truckdriver, Medium Truck	20.36
31363 - Truckdriver, Heavy Truck	21.66
31364 - Truckdriver, Tractor-Trailer	21.66
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.63
99030 - Cashier	9.65
99041 - Carnival Equipment Operator	11.32
99042 - Carnival Equipment Repairer	11.93
99043 - Carnival Worker	9.23
99050 - Desk Clerk	9.10
99095 - Embalmer	24.27
99300 - Lifeguard	11.27
99310 - Mortician	24.27
99350 - Park Attendant (Aide)	14.15
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.41
99500 - Recreation Specialist	12.77
99510 - Recycling Worker	18.13
99610 - Sales Clerk	9.86
99620 - School Crossing Guard (Crosswalk Attendant)	9.27
99630 - Sport Official	11.27
99658 - Survey Party Chief (Chief of Party)	18.19
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.03
99660 - Surveying Aide	14.38
99690 - Swimming Pool Operator	14.44
99720 - Vending Machine Attendant	11.94
99730 - Vending Machine Repairer	13.81
99740 - Vending Machine Repairer Helper	11.94

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office,

Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541620**.

(2) The small business size standard is **\$6,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)